

Form 210A (10/06)

**United States Bankruptcy Court  
Southern District Of New York**

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (SCC)  
(Jointly Administered)

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Deutsche Bank AG, London Branch

Name of Transferor

Rapax OC Master Fund, Ltd

Name and Address where notices to transferee should be sent:

Deutsche Bank AG, London Branch  
Winchester House, 1 Great Winchester Street  
London EC2N 2DB  
Tel: +44 20 7547 2400  
Fax: +44 113 336 2010  
Attention: Michael Sutton  
E-mail: Michael.sutton@db.com

Court Claim # and Date Claim Filed:

- (i) 63653 – November 2, 2009
- (ii) 67116 – October 4, 2010
- (iii) 67116 – October 4, 2010

Amount of Claim (transferred):

- (i) EUR 1,936,000.00 in principal amount of ISIN XS0270984957 (plus all interest, costs and fees relating to this claim)
- (ii) EUR 353,000.00 in principal amount of ISIN XS0246082043 (plus all interest, costs and fees relating to this claim)
- (iii) EUR 441,000.00 in principal amount of ISIN XS0262353831 (plus all interest, costs and fees relating to this claim)

Tel: N/A

Last Four Digits of Acct. #: N/A

Last Four Digits of Acct. #: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:  

Date: 12/02/2015

Transferee/Transferee's Agent

*Penalty for making a false statement: Fine of up to \$500.000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.*

Alex Darbyshire  
Vice President

**Duncan Robertson  
Managing Director**

**PROGRAM SECURITY**

**AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM**  
**LEHMAN PROGRAM SECURITY**

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Rapax OC Master Fund, Ltd ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Deutsche Bank AG, London Branch (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable amounts specified in Schedule 1 hereto, in Seller's right, title and interest in and to the Proof of Claim Numbers set forth on Schedule 1 filed by or on behalf of Seller or Seller's predecessor-in-title (copies of which are attached at Schedule 4 hereto) (the "Proofs of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Securities (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such securities, the "Purchased Securities") relating to the Purchased Portion and specified in Schedule 1 attached hereto. For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proofs of Claim were duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim include the Purchased Portion specified in Schedule 1 attached hereto; (f) the Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) the Transferred Claims are Class 5 Senior Third Party Guarantee Claims; (h) on or around the dates set forth on Schedule 2, Seller or any affiliate of Seller received the distributions in the amounts set forth on Schedule 2 relating to the Transferred Claims; (i) on or about the dates set forth on Schedule 3, Seller or an affiliate of Seller received the distributions in the amounts set forth on Schedule 3 made by Lehman Brothers Treasury Co. B.V., with respect to the securities relating to the Transferred Claims; and (j) other than the distributions set out in Schedule 2 and Schedule 3, neither Seller nor any affiliate of Seller has received any distributions in respect of the Transferred Claims or the Purchased Securities.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect

to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller after the December 2, 2014 in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is  
executed this 24 day of October 2015.

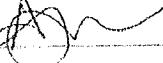
SAC

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RAPAX OO MASTER FUND, LTD

By: \_\_\_\_\_  
Name: **Marc Baum**  
Title: **Director**  
c/o Serengeti Asset Management LP  
632 Broadway, 12th Floor  
New York, NY 10012  
Attn: Erin Finegan Rogers  
T: 212-672-2248 | F: 212-672-2249  
erogers@serengeti-am.com

DEUTSCHE BANK AG, LONDON BRANCH

By: \_\_\_\_\_  
Name:   
Title: \_\_\_\_\_  
Winchester House  
1, Great Winchester Street  
London EC2N 2DB  
ENGLAND  
Attn: Michael Sutton

Schedule I

Transferred Claims

Lehman Programs Securities and Purchased Portion to which Transfer Relates

<u>ISIN / CUSIP</u>	<u>Blocking Number</u>	<u>Issuer</u>	<u>Guarantor</u>	<u>Notional Amount</u>	<u>Principal /</u>	<u>ISIN /</u>	<u>USD Allowed</u>
					<u>Notional CCY</u>	<u>CCY</u>	<u>Amount</u>
XSO270984937	6053279	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	1,936,000.00	EUR	63653	2,747,388.77
XSO246082043	9494574	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	353,000.00	EUR	67116	507,070.72
XSO262353831	9494605	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	441,000.00	EUR	67116	626,431.19

Schedule 2

LBHI DISTRIBUTIONS

<u>ISIN / CUSIP</u>	<u>POC #</u>	<u>USD Allowed Amount</u>	<u>17-Apr-12</u>	<u>1-Oct-12</u>	<u>4-Apr-13</u>	<u>3-Oct-13</u>	<u>3-Apr-14</u>	<u>2-Oct-14</u>	<u>2-Apr-15</u>	<u>2-Oct-15</u>
XS0270984957	63653	2,747,388.77	\$99,159.55	\$66,914.82	\$84,518.33	\$100,205.98	\$108,847.04	\$81,689.62	\$55,748.28	\$42,520.26
XS024682043	67116	507,070.72	\$18,301..34	\$12,350.11	\$15,599.09	\$18,494.48	\$20,089.31	\$15,077.01	\$10,289.16	\$7,847..74
XS0262353831	67116	626,431.19	\$22,609.34	\$15,257.23	\$19,271.00	\$22,847.93	\$24,818.18	\$18,626.02	\$12,711.15	\$9,695.03

Schedule 1-1

Schedule 3

LBT DISTRIBUTIONS

<u>ISIN</u>	<u>ISIN CCY</u>	<u>Principal / Notional Amount</u>	<u>1st 5/8/13</u>	<u>2nd 10/24/13</u>	<u>3rd 4/28/14</u>	<u>4th 10/28/14</u>	<u>5th 4/28/15</u>
XS0246082043	EUR	353,000.00	43,750.11	17,147.28	18,421.66	15,230.28	12,201.80
XS026253831	EUR	441,000.00	54,118.47	21,211.02	22,787.35	18,839.72	15,093.23
XS0270984957	EUR	1,936,000.00	242,260.49	94,908.53	102,007.84	84,336.03	67,564.46

Schedule 4

Proofs of Claim

## United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center  
 c/o Epiq Bankruptcy Solutions, LLC  
 FDR Station, P.O. Box 5076  
 New York, NY 10150-5076

In Re:  
 Lehman Brothers Holdings Inc., et al.,  
 Debtors.

Chapter 11  
 Case No. 08-13555 (JMP)  
 (Jointly Administered)

LEHMAN SECURITIES PROGRAMS  
 PROOF OF CLAIM

Filed: USBC - Southern District of New York  
 Lehman Brothers Holdings Inc., Et Al.  
 08-13555 (JMP) 0000063653



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Serengeti Rapax MM L.P.  
 c/o Serengeti Asset Management LP  
 Attention: Yi Shu  
 632 Broadway, 12th Floor  
 New York, NY 10012

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
 (If known)

Filed on: October 30, 2009

Telephone number: 212-466-2175 Email Address: [yshu@serengeti-am.com](mailto:yshu@serengeti-am.com)

Name and address where payment should be sent (if different from above)

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ See attached. (Required)

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): See attached. (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See attached. (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

See attached. (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

## FOR COURT USE ONLY

FILED / RECEIVED

NOV 02 2009

ERIQU BANKRUPTCY SOLUTIONS, LLC

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 1341 and 1343

45.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

LEHMAN BROTHERS HOLDINGS INC., *et al.*,  
Debtors.

Chapter 11 Case

No. 08-13555 (JMP)

(Jointly Administered)

**ADDENDUM TO AMENDED PROOF OF CLAIM OF  
SERENGETI RAPAX MM L.P.**

1. Claimant. Serengeti Rapax MM L.P. (the "Claimant"), c/o Serengeti Asset Management LP, 632 Broadway, 12th Floor, New York, New York.
2. The Debtor. On September 18, 2008 (the "Petition Date"), Lehman Brothers Holdings, Inc. filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). This Proof of Claim is being filed against Lehman Brothers Holdings Inc. Case No. 08-13555 (JMP) on account of Lehman Program Securities (as defined in that certain Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 2003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form entered by the Bankruptcy Court on July 2, 2009) issued or guaranteed by Lehman Brothers Holdings Inc.
3. Basis for Claim. Claimant is the beneficial owner of the Lehman Program Securities set forth on Schedule A attached hereto. Each of the Lehman Program Securities set forth on Schedule A are either issued by or guaranteed by Lehman Brothers Holdings Inc.
4. Amount of Claim. The total principal amount of Claimant's claim based on its Lehman Programs Securities as of September 15, 2008 using exchange rates in effect as of such date equals \$31,587,328. The total claim amount including prepetition interest due Claimant on

account of its Lehman Programs Securities as of September 15, 2008 using exchange rates in effect as of such date equals \$36,608,470. Schedule A provides the claim amounts for each Lehman Programs Security to which this claim relates. The Claimant reserves the right to claim all amounts due in respect of any legal fees or expenses, charges or post-petition interest to the extent allowed by law.

5. International Securities Identification Number (ISIN). The International Securities Identification Number (ISIN) for each Lehman Program Security for which this claim relates is set forth on Schedule A.
6. Clearstream/Euroclear Information. The Clearstream Bank Blocking Number or Euroclear Bank Electronic Reference Number (each, a "Blocking Number") for each Lehman Programs Security for which this claim relates is set forth on Schedule A.
7. Clearstream/Euroclear Account Number. The Clearstream Bank or Euroclear Bank depository participant account number (each, an "Account Number") related to each Lehman Programs Securities for which this claim relates is set forth on Schedule A.
8. Notices. All notices to Claimant concerning this Proof of Claim should be sent to:

Serengeti Rapax MM L.P.  
c/o Serengeti Asset Management LP  
632 Broadway, 12th Floor  
Attention: Yi Shu  
New York, New York 10012  
Email Address: yshu@serengeti-am.com

with a copy to:

Richards Kibbe & Orbe LLP  
One World Financial Center  
New York, New York 10281  
Attention: Michael Friedman, Esq.

The request for notices to be sent to Richards Kibbe & Orbe LLP shall not be deemed authorization of Richards Kibbe & Orbe LLP to accept service of process on behalf of Claimant.

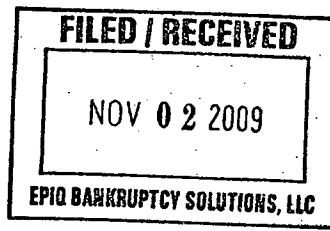
9. Amendments/Reservation of Rights. Claimant shall have the right to amend or supplement this Proof of Claim and to file additional proofs of claim for additional claims which may be based on the same or additional documents. The execution and filing of this Proof of Claim is not: (i) a waiver or release of Claimant's rights against any person, entity or property; (ii) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of the Claim or any objection or other proceeding commenced in the above-captioned cases (or any jointly administered case) against or otherwise involving Claimant; (iii) a waiver of the right to move to withdraw the reference or otherwise to challenge the jurisdiction of this Court with respect to the subject matter of this Proof of Claim, any objections or other proceedings commenced with respect thereto or any other proceeding commenced in this case (or any jointly administered case) against or otherwise involving Claimant; (iv) an election of remedy; (v) a waiver of any rights or claims Claimant may have against the Debtors or any person or entity with respect to any pending or future litigation or to any matters related to such litigation; (vi) a waiver of any past, present or future defaults or events of default; (vii) a waiver of Claimant's right to seek payment as an administrative expense relating to any Lehman Program Security which is the subject of this proof of claim; or (viii) a waiver of Claimant's right to seek post-petition interest relating to any Lehman Program Security which is the subject of this proof of claim.

**Schedule A**

<b>Lehman Program Security Issuer</b>	<b>CUSIP</b>	<b>ISIN</b>	<b>Blocking Number</b>	<b>Account Number</b>	<b>Principal Amount of Holdings (in US\$)</b>	<b>Total Claim Amount (in US\$)</b>
Lehman Brothers Treasury Co. BV	EG5565023	XS0306251967	6053277	90782	1,794,618	1,794,618
Lehman Brothers Treasury Co. BV	EH3426341	XS0359897229	6053278	90782	15,000,000	19,725,192
Lehman Brothers Treasury Co. BV	EG0669051	XS0270984957	6053279	90782	3,560,750	3,617,129
Lehman Brothers Treasury Co. BV	N5214HAB4	XS0298692434	6053280	90782	1,026,960	1,194,133
Lehman Brothers Treasury Co. BV	EH2554366	XS0352483746	6053281	90782	650,000	679,322
Lehman Brothers Holdings, Inc.	9999XQM07	XS0185590139	6028967	24157	9,555,000	9,598,077
<b>Total</b>					<b>31,587,328</b>	<b>36,608,470</b>

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DATE

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United States Bankruptcy Court/Southern District of New York  
Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**

In Re:  
Lehman Brothers Holdings Inc., et al.,  
Debtors.

Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000067116



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Serengeti Overseas MM L.P.  
c/o Serengeti Asset Management LP  
632 Broadway, 12th Floor  
Attention: Yi Shu  
New York, New York 10012

Check this box to indicate that this claim amends a previously filed claim.

**Court Claim Number:** 55829  
(If known)

Filed on: 10/29/09

Telephone number: Email Address: [yshu@serengeti-am.com](mailto:yshu@serengeti-am.com)

Name and address where payment should be sent (if different from above)

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ 36,317,996.16 (Required)

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): please see attached (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

please see attached (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

94285 (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

**FOR COURT USE ONLY**

Date. Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 151 and 152.

By: Wai-Yen Lau, Director

**FILED / RECEIVED**

OCT 4 2010

EPIQ BANKRUPTCY SOLUTIONS, LLC

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:  
LEHMAN BROTHERS HOLDINGS INC, *et, al.*,  
Debtors.

Chapter 11 Case  
No. 08-13555 (JMP)  
(Jointly Administered)

**ADDENDUM TO AMENDED PROOF OF CLAIM OF  
SERENGETI OVERSEAS MM L.P.**

Amends those portions of Claim No. 55829 owned by Serengeti Overseas MM L.P.

1. Claimant: Serengeti Overseas MM L.P. (“Claimant”).
2. Debtor: On September 15, 2008 (the “Petition Date”), Lehman Brothers Holdings Inc. (“Debtor”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the “Court”).
3. Amendment: Proof of Claim No. 55829 (“Original Proof of Claim”) was filed on October 29, 2009. This amended proof of claim (“Amended Proof of Claim”) relates solely to those portions of the Original Proof of Claim acquired by Claimant and is being filed for the limited purpose of ensuring that the claim amount is denominated in U.S. dollars. Claimant incorporates herein by reference all information included in and any supporting documentation filed with the Original Proof of Claim.
4. Basis for Claim. Claimant is the beneficial owner of the Lehman programs securities set forth on Schedule A attached hereto (the “Claimant Lehman Programs Securities”). Each of the Claimant Lehman Programs Securities set forth on Schedule A were guaranteed by Debtor.

5. Amount of Claim. As of the Petition Date, the claim against Debtor under its guarantee of the Claimant Lehman Programs Securities was **\$36,317,996.16** (the “Claim”). Schedule A provides the amounts of the Claim attributable each Claimant Lehman Programs Security. Claimant reserves the right to claim all amounts due in respect of any legal fees or expenses, charges or post-petition interest to the extent allowed by law.

6. Acquisition of portion of the Claim from Credit Suisse Securities (USA) LLC. Claimant previously acquired a portion (the “CS USA Portion”) of the Claim and the corresponding Claimant Lehman Programs Securities from Serengeti Overseas Ltd. pursuant to a transfer agreement, and on October 1, 2010, Claimant filed an evidence of the transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure. Serengeti Overseas Ltd. previously acquired the CS USA Portion of the Claim and the corresponding Claimant Lehman Programs Securities from Credit Suisse Securities (USA) LLC (“CS USA”) pursuant to a transfer agreement, and on February 10, 2010, Serengeti Overseas Ltd. filed an evidence of the transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure. The CS USA Portion of the Claim and the corresponding Claimant Lehman Programs Securities acquired from CS USA are identified in Schedule A with “CS USA” listed as the “Seller”.

7. Acquisition of remainder of the Claim from Deutsche Bank. Claimant acquired the remaining portion of the Claim and the corresponding Claimant Lehman Programs Security from Deutsche Bank AG, London Branch (“Deutsche Bank”) pursuant to a transfer agreement, and on June 11, 2010, Claimant filed an evidence of the transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure. The portion of the Claim and the corresponding Claimant Lehman Programs Security acquired from Deutsche Bank is identified in Schedule A with “Deutsche Bank” listed as the “Seller”.

8. International Securities Identification Number (ISIN). The International Securities Identification Number (ISIN) for each Claimant Lehman Programs Security relating to this Claim is set forth on Schedule A.

9. Clearstream/Euroclear Information. The Clearstream Bank Blocking Number or Euroclear Bank Electronic Reference Number (each, a “Blocking Number”) for each Claimant Lehman Programs Security relating to this Claim is set forth on Schedule A.

10. Clearstream/Euroclear Account Number. The Clearstream Bank or Euroclear Bank depository participant account number (each, an "Account Number") for each Claimant Lehman Programs Securities relating to this claim is set forth on Schedule A.

11. Notices. All notices to Claimant concerning this Amended Proof of Claim should be sent to:

Serengeti Overseas MM L.P.  
c/o Serengeti Asset Management LP  
632 Broadway, 12<sup>th</sup> Floor  
Attention: Yi Shu  
New York, New York 10012  
Email Address: [yshu@serengeti-am.com](mailto:yshu@serengeti-am.com)

with a copy to:

Richards Kibbe & Orbe LLP  
One World Financial Center  
New York, New York 10281  
Attention: Managing Clerk

The request for notices to be sent to Richards Kibbe & Orbe LLP shall not be deemed authorization of Richards Kibbe & Orbe LLP to accept service of process on behalf of Claimant.

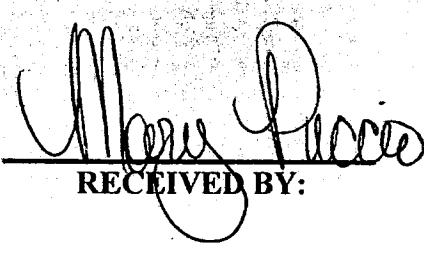
12. Amendments/Reservation of Rights. Claimant shall have the right to amend or supplement this Amended Proof of Claim and to file additional proofs of claim for additional claims which may be based on the same or additional documents. The execution and filing of this Amended Proof of Claim is not: (i) a waiver or release of Claimant's rights against any person, entity or property; (ii) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of the Claim or any objection or other proceeding commenced in the above-captioned cases (or any jointly administered case) against or otherwise involving Claimant; (iii) a waiver of the right to move to withdraw the reference or otherwise to challenge the jurisdiction of this Court with respect to the subject matter of this Amended Proof of Claim, any objections or other proceedings commenced with respect thereto or any other proceeding commenced in this case (or any jointly administered case) against or otherwise involving Claimant; (iv) an election of remedy; (v) a waiver of any rights or claims Claimant may have against the Debtor or

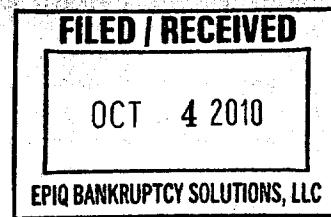
any person or entity with respect to any pending or future litigation or to any matters related to such litigation; (vi) a waiver of any past, present or future defaults or events of default; (vii) a waiver of Claimant's right to seek payment as an administrative expense relating to any Claimant Lehman Programs Security which is the subject of this proof of claim; or (viii) a waiver of Claimant's right to seek post-petition interest relating to any Claimant Lehman Programs Security which is the subject of this proof of claim.

**Schedule A**

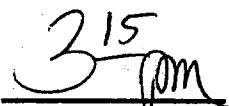
<b>Seller</b>	<b>Issuer</b>	<b>Guarantor</b>	<b>ISIN</b>	<b>Blocking Number</b>	<b>Account Number</b>	<b>Principal Amount (local currency)</b>	<b>Principal Amount (in US\$)</b>
CS USA	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	XS0246082043	9494574	94285	EUR 455,220.00	648,369.85
CS USA	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	XS0325550472	9494636	94285	CHF 2,763,691.20	2,476,820.05
CS USA	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	XS0328873681	9494640	94285	CHF 2,265,309.60	2,030,170.46
CS USA	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	XS0336151088	9494545	94285	EUR 747,235.20	1,064,287.10
CS USA	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	XS0262353831	9494605	94285	EUR 569,868.00	811,662.99
CS USA	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	XS0204933997	9494558	94285	USD 534,124.80	534,124.80
CS USA	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	XS0234123650	9494595	94285	CHF 2,156,056.80	1,932,258.10
CS USA	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	XS0248620899	9494623	94285	CHF 8,612,088.00	7,718,153.27
CS USA	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	XS0251180906	9494624	94285	CHF 6,709,605.60	6,013,148.54
Deutsche Bank	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	XS0200265709	9494617	94285	CHF 14,605,000.00	13,089,001.00
<b>Total</b>							<b>36,317,996.16</b>

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